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ABSTRACT

In developing or revising a policy for the use of college facilities by non-campus groups, several issues must be considered after the board of trustees has formally authorized the practice. First, a determination must be made on whether to interpret this authorization broadly and allow for heavy use, or narrowly and restrict use. Second, the college administration must decide which groups have priority in the use of resources. Third, administrative convenience and the need to avoid confrontation between campus and non-campus groups must be taken into consideration. Fourth, the college must consider how best to minimize, manage, and insure against risk. Fifth, the best methods of protecting the college's physical plan must be identified. Sixth, the amount of employee time and energy involved in making college facilities available to outside groups must be understood. Finally, the college must set policy regarding usage and rental fees. Concerns stemming from these issues prompted the re-evaluation of County College of Morris's (CCM'S) facility-use policy, and a committee was established to develop proposals for a new college policy. The elements to be covered in the policy were statement of purpose; users, eligibility, and equipment; insurance; personnel; supplies; regulations; conduct and compliance; fees; food service; and alcoholic beverages. A formula for determining rental fees and other costs at CCM is appended. (HB)

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WORKING PAPER

NCCSCE

A GUIDE TO FACILITY USE FOR NON-COLLEGE USERS

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A Guide to Facility Use for Non-College Users

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Introduction

This paper is intended to assist continuing education professionals in the design, review, or revision of a facility-use policy which governs use of college buildings and equipment by non-affiliated groups. The article is based upon the writer's experience as chairperson of the *ad hoc* committee impaneled to review and revise the faculty use policy for non-college groups at County College of Morris in Randolph, New Jersey. The process which the committee used involved extensive research and discussion leading to the submission of recommendations to the President for his consideration and submission to the Board of Trustees.

The use of college facilities by outside groups is inherent in the philosophy of the community college. Dr. Ervin L. Harlacher in *THE COMMUNITY DIMENSION OF THE COMMUNITY COLLEGE*, states that one of the four major objectives of the program of community services provided by U.S. community colleges is "to become a center of community life by encouraging the use of college facilities and services by community groups when such use does not interfere with the college's schedule." He adds that "as a community center — a gathering place for many community functions — the community college serves one of its most useful purposes" (1969, p. 19).

The practice of making facilities available to non-college groups appears to be widespread. In a nationwide survey of continuing education programs, Dr. Eileen C. McCoy found that 91% of the 170 institutions responding to her questionnaire make library facilities available to the community; 92% sponsor cultural events; 50% provide computer and other technical facilities; and 78% make recreational facilities available to the community (1983, p. 102). In New Jersey virtually all of the community colleges allow their facilities to be used to varying degrees. The County College of Morris (CCM) estimates that more than 25,000 individuals have visited the college during fiscal year 1983 for events sponsored by non-college groups. Groups range in size from seven members of a local club, using one small seminar room and requiring no special support, to a July 4 community celebration involving thousands of people and a variety of college support services.

Colleges assign administrative responsibility for facility use by non-college groups in one of three ways. Some view users of space as renters with little other involvement in the college and assign facility-use arrangements to a unit reporting to the business or administrative dean. Others are concerned with the use of activity space as a whole and assign responsibility to a unit reporting to the Dean of Students so that student and community needs may be effectively coordinated. Still others view community use of facilities as part of the community outreach program which usually is the concern of the Dean of Academic Affairs; thus, they assign responsibility to the academic area. In all cases administration of the facility-use policy is a complicated and important administrative function.

Issues in Facility Use by Community Groups

In developing or revising a facility-use policy, decisions on several key issues must guide the deliberations. These are policy interpretations, priorities, administrative convenience, risk management, physical plant protection, employee involvement, and income.

Our first issue deals with policy interpretation. Once the Board of Trustees has formally authorized use of college facilities by outside groups, and the president has established administrative oversight, implementation will be guided by the orientation of the administrator charged with the responsibility. Should the Board's policy be interpreted broadly or narrowly? A broad interpretation exposes the college to greater risks — some inconveniences, some dislocation of student functions, and additional wear and tear on the physical plant — than does a narrow interpretation. Also, a broad interpretation could place the college in competition with local small business owners and give rise to cries of unfair competition. Since the college pays no taxes, it can afford to make its rooms available at a lower price than the corner restaurant owner can. A narrow interpretation, on the other hand, while

protecting the facilities for college use, could make the institution seem aloof from the community. Such an interpretation may violate the spirit of a community college's mission. The administrator must be guided by an understanding of the college's mission and objectives, by the dictates of top management, and by personal conviction.

Our second point deals with priorities. Most would argue that the first responsibility of a college is to its students. Certainly, that position is supported by deans of students and by directors of student activities. It is easy to understand their frustration when student groups wanting to book the auditorium or cafeteria for a movie or fashion show are turned away because some local service club booked the space ten months earlier for a fund raiser. Confronted by the special problems associated with trying to develop and maintain an activities program for students at a two-year commuter college, directors of student activities find little humor in arguments advocating a broad approach. Student activities directors frequently want and need ready access so that students can take advantage of opportunities of chance. They point out that students at a community college, unlike those at a four-year institution, often cannot plan far enough in advance to compete with non-college groups. First and second year college students frequently lack the stability and maturity that third and fourth year students give to a program. Consequently, they need a protected environment. The non-college groups, of course, argue that they must have ample time to plan and organize the event or the concept of community access is meaningless. They argue that the entertainers must be booked, advertising arranged, and tickets sold well in advance of the concert date. The problems associated with trying to appease both points of view are seemingly endless. Furthermore, that conflict puts an additional strain on the relationship between college departments, thus complicating a college's internal working relationships.

A college also has a responsibility to facilitate its own administrative functioning. Priorities must be established to distinguish between college units and non-college groups that have need for the same space at the same time. Conflicts can develop in a variety of ways. The use of the college between semesters when plant and maintenance staff normally undertake routine painting, polishing, and scrubbing activities can lead to nasty confrontations. One case in point involved the use of a computer laboratory between semesters. Because of class schedules, the semester break period was the only time the non-college group could use the laboratory; since the laboratory was available, permission was granted. Unfortunately, at the last moment the college hired a contractor to tear down some walls and reconfigure the laboratory. Neither group knew about the other. A conflict was inevitable. Or, take the case of the disrupted registration process. What is the college to do when a snowstorm or hurricane closes the campus? The obvious answer is to extend the registration time period. It is understandable, then, when registrars become miffed, and a bit testy, when told that the computers, tables, and people involved in registration have to be moved out of the gymnasium because the setup crew for the Middle Counties Dog Show arrives at five. The dog show people, on the other hand, argue that they have considerable money invested in the event and that they simply cannot change their plans. Those kinds of confrontations give rise to the argument that in order to facilitate housekeeping operations of the college, and to accommodate unexpected developments, availability of college facilities should be limited.

Risk management, another area of concern to the college, is the third point. How is the college to minimize exposure? How is the institution to be protected from considerable financial loss if an accident occurs? All risk management programs begin with identification of the risks. Once risks have been identified, the first line of defense is to eliminate them altogether. For instance, if some group requests use of the gymnasium to demonstrate how to make fireworks, the college has to ask, "Is it really worth the risk?" In some cases the answer is "no." The risk is too great.

In some cases, the risk may be eliminated or reduced by law. When allowed, public colleges can escape "tort" liability by claiming sovereign immunity, but that defense varies from state to state. If it is known or assumed that the college is not immune, then legal liability usually turns on the grounds of whether the college had a duty to exercise reasonable care. William A. Kaplin, in *The Law of Higher Education*, cites a case wherein the court "applied the general tort law principle 'that the owner of property owes to invitees . . . the duty of exercising reasonable care to keep the premises in safe condition, or of warning the invitees of hidden or concealed perils of which he knows, or should have known, in the exercise of reasonable care'" (Kaplin, 1978, p. 58). Moreover, even if the college has a duty to exercise reasonable care, the injured party must prove negligence. That proof may be both difficult and expensive. Nevertheless, the risk to the institution is sufficiently great that any facilities policy must take exposure into consideration.

The second line of defense is to reduce the risk if it cannot be eliminated. In order to minimize exposure, lawyers have generally cautioned against participation in the supervision or conduct of an event in which one does not have an obvious interest. Potential liability develops even from the review of a non-college group's crowd control plan. According to case law, colleges may be quasi criminally or civilly liable for statutory or regulatory violations or for injuries or damages at events supervised by college employees. Additionally, it should be noted that in New Jersey, and perhaps in other states, if one assumes a duty which one is not obligated to assume and is negligent, one becomes liable for any damages that are the proximate result of that negligence. That would apply to both the college and the individual administrator, so the supervision of event by middle managers or their subordinates is of special concern to the practitioners.

We do not mean to suggest that the college may not conduct routine surveillance and check to see that fire codes and other regulations are being obeyed. The college may and, some would argue, should do that. Rather, we merely point out that some critics caution against giving the non-college user any reason to believe that the college is supervising any aspect of the event and thereby relieving the organizer of that duty. As one might imagine, a strict non-involvement posture is difficult to accept. "What do you mean I can't instruct them to double the number of ushers?" is a question likely to be raised by the manager of the Student Center. "Who says I can't station a college security person there to prevent somebody from throwing a chair through a window?" is something the Director of Security might ask. Or, worse still, "Why can't I assign a staff member to verify that they are not letting minors into the pub? We certainly do that for college-sponsored student events." These are touchy issues. CCM has decided that a college representative must be present. The reader may decide likewise. However, because the college may assume significant liability exposure by intervening, its position should be reviewed by legal counsel. If the college cannot eliminate the risk, cannot or chooses not to reduce the risk, or can only reduce it slightly, it must consider transferring the risk.

Risk transfer is the last step in risk management and an important concept in any facility management plan. Entering into a "hold harmless" agreement and transferring the risk to an insurance company are common ways to do that.

In the "hold harmless" agreement the user agrees to "hold and save harmless" the college, its officers and employees from financial liability for certain acts of omission or commission on the part of the user which cause damage. The college should consider requiring that the user provide this clause in a properly executed agreement before final approval to use the facility is granted. Except for some governmental agencies, the execution of such an agreement is not a problem. On the other hand, being certain that properly executed agreements are on file may be a big problem for any college. Because an oversight can be costly, detailed record keeping, which may be tedious, is necessary. Record keeping aside, what does such an agreement really mean? If the agreement is with a major company, it probably means that an injured party can be satisfactorily compensated for a loss by looking to the company without involving the college. However, if the agreement is with a local neighborhood improvement society, it probably means very little in practical terms. Any injured party will almost certainly look to the "deep pocket" and name the college in any suit. Consequently, insurance is an inescapable consideration of any risk management program.

The types of insurance coverages required depend upon the nature of the event. The most basic coverages are contractual insurance, general comprehensive liability coverage, and automobile insurance. A college should consider requiring the user to have these in all cases. Contractual insurance serves as a guarantee of the "hold harmless" agreement. Without contractual insurance the "hold harmless" agreement is only as good as the assets of the user. If the user is a small local group, that is like having no guarantee at all.

General comprehensive liability coverage covers bodily injury and property damage which have been accidentally caused and for which the user has been held liable. It should be required in amounts at least equal to the minimum requirements approved by the college's governing board. Normally, the minimum acceptable limits are \$500,000/\$500,000. Users should be required to furnish the college proof that such coverage is in force. Exceptions may be made for the use of space by small groups and possibly for agencies of local, state, and federal government. Government agencies are frequently self-insured and may not be willing to purchase such coverage or may be prohibited by statute from doing so.

Owned and non-owned automobile and hired car coverage complete the basic package of insurance protection. Coverage for owned automobiles is not as great a concern to a college as the other two coverages, because state law generally requires the owner to carry such protection. Owned

coverage protects the college when a company hired by the user is involved in an accident on college property. Non-owned automobile coverage protects the college against potential suits which may be brought against it as a result of an accident when a private individual uses his or her personal car on user's business. The college's reasons for insisting that the user provide automobile insurance are frequently not well understood by the public, and the requirement can be a source of conflict. For instance, consider the liability of transporting school children to the college for a regional competition. Most organizers of such an event would assume that the school district has adequate insurance for its buses. If the buses are hired from a local bus company, the assumption is that the company has adequate coverage. Those may not be valid assumptions. The only way for the college to be certain it is protected is to insist that the user provide automobile insurance.

The basic coverages mentioned above—contractual, general comprehensive, and automobile—are fundamental aspects of any risk transfer program. Another type of coverage which may be required is liquor law liability. This coverage is absolutely essential if college facilities are made available to a user who intends to sell alcoholic beverages. Claims arising out of the sale of alcoholic beverages are usually excluded from general comprehensive coverage, and the college's comprehensive insurance may not provide a second line of defense as it would in other cases. If the user fails to provide adequate protection for an event where liquor is sold, and the college does not have special coverage, the user and the college would have to defend themselves. If they were found liable they would have to pay the judgment out of their own resources. Considering the cost of legal defense and the size of awards, especially in cases where alcohol is a factor, the cost to the college could be staggering.

Other coverages include products liability insurance if goods and services are to be made available, garage keepers insurance if the user intends to park cars or charge for parking, and fire legal liability insurance. Products liability insurance insures the college after the goods and services have been relinquished. Garage keepers insurance is applicable only in those cases when a user charges for parking and an attendant parks the visitor's car. It is not customarily required. More common is fire legal liability. Insurance policies generally exclude property in the care, custody and control of the user. Consequently, if the user is negligent and causes fire damage to college property, there would be no coverage under the user's general liability policy. Fire legal liability coverage provides that protection. Therefore, if the user through negligence burns a college building, the college's insurance company, when it takes subrogation back against the user, will be protected. That is important because if the college's carrier is unsuccessful in recovering damages, the loss could contribute to an increase in the premium the college must pay for its insurance. Insurance issues can be complex and an oversight costly to the college. Practitioners are urged to review their insurance coverages with their brokers. In all cases, certificates of insurance are required.

The final point we wish to raise under insurance is one of assurance. How does the college know that the required coverages are in force? One way is to take the user's word for it. Managers who do that are likely not to sleep well at night. The preferred method is the certificate of insurance issued by an insurance carrier to the college as proof that the college is a named insured on a particular policy and that coverage of the type and amount shown is in force. Two clauses in the certificate materially affect its usefulness and are of special interest. One states the number of days notice that the company is required to give if the coverage is cancelled. Companies normally agree to two, three, or four days notice. Three days would seem to be the minimum to assure the college adequate protection. Since it is possible to obtain longer notification periods, practitioners should consider insisting on such. The other refers to when notice is required. Normally, certificates state that notification will be given if the insurance is cancelled. Practitioners should consider requiring that the company notify the college if the insurance is cancelled "or substantially altered." Even with those modifications, the certificate is not an absolute guarantee that the required insurance is in force due to the possibility of expiration. Frequent users often furnish one certificate at the beginning of the fall term with the expectation that it will suffice for the entire year. Insurance policies, however, are issued at any time and have varying expiration dates. The expiration date must be noted and a "tickler file" established so that a new or renewed policy can be confirmed on a timely basis.

We have now looked at three issues that affect how a college will respond to requests for use of its facilities. We have considered policy interpretation, priorities and risk management. We turn now to a fourth issue—concern for the physical plant. A broad interpretation of policy encourages heavy use which produces heavy wear and tear. A broad interpretation also gives rise to special usage requests. A donkey basketball game on the newly varnished gymnasium floor has threatened to raise the

athletic director's blood pressure. Trustees have blanched at the sight of fresh cigarette burns in the newly carpeted wing of the Student Center following a public forum. Coaches have moaned upon finding Afghan hairs covering the wrestling mats after a regional dog show. Those concerns are all valid. College managers are, after all, charged with protecting the public interest. They are also concerned individuals who take pride in keeping the college clean and fresh. Most argue that rights of the college community, whether implied or stated, take precedence over other uses, and that other uses may and should be curtailed if they interfere. On the other hand, management should know or anticipate the kind of use to which a public facility will be put and should decorate accordingly. Perhaps tiles and not carpet are more appropriate for the Student Center. Public advocates, while conceding the priority of usage for academic matters, are likely to claim that the community should have broad and relatively unrestricted access to college facilities. That debate is likely to continue for some time.

Where will the college "draw the line?" What reasonable rules and regulations can the college issue to make the task of its employees easier? College administrators working with non-college groups consider the conflicts that occasionally develop as hassles. "Who needs that aggravation?" is the rhetorical question that frequently dominates Monday morning conversations at the coffee urn. Many of the "hassles" seem to stem from people taking advantage of a desire by the college to be generous and accommodating. For example, take the case of the missing "hold harmless" agreement. Despite repeat calls to the representative of a regional athletic conference and promises by that representative that the problem would be solved, the deadline passes without delivery of the "hold harmless" agreements from each participating district. The college could simply cancel the event. But, in an attempt to be accommodating, much time and effort is expended tracking down the agreements. Is that a proper use of staff time? Or, consider the more common problem caused by the organizers themselves. It is not uncommon to find that the user fails to account for electrical extension cords or step ladders and then expects the college to come to the rescue. The greater hassle seems to be with the "missing link." The cry, "Who's in charge here?" by custodians, security, safety, and other college personnel expresses that frustration. Frustration growing out of such incidents finds its way back to the college official charged with the administration of the facility use policy. "Doesn't the college have some rights?" is a very common question.

The final point concerns money. Should the facilities be rented or made available to users free except for direct costs? Some would argue that taxpayers have a legitimate interest in the facility and should be allowed to use it free. They have, in fact, already paid to use it through their taxes. Furthermore, the argument continues, if a user is charged a rental fee, does that presume a greater level of responsibility and a correspondingly greater obligation on the college's part? In other words, if the facilities are simply made available, the user should have little cause for heightened expectations. On the contrary, others argue, the free use of facilities encourages a lack of respect and ignores a potential source of income. They point out that a fee structure can shape the use of college facilities by encouraging users to prefer, for economic reasons, some rooms over others. Of course, rental fees create an additional burden on the business office. If the facility is rented, bills must be prepared, payments processed and accounts audited. Whether or not the income will sufficiently offset expenses must be studied. To charge or not to charge a rental fee, that is the question.

The issues mentioned above along with other issues are likely to be sources of conflict for any college. At County College of Morris, concerns stemming from those issues and expressed by several managers have prompted reevaluation of existing policy. We turn now to a discussion of that process.

The Process

The reevaluation process was initiated at the executive level. Because of a long-time involvement by the Dean of Students with the facility-use policy, he expressed the concerns of department managers to the President. After consideration and review of the issues by the President and other deans, a committee of four was convened by the Dean of Students, at the direction of the President. That committee was charged to review the existing policy and recommend changes.

The committee included representatives of the areas that were most affected by non-academic use. The Director of Athletics, who has a major responsibility for activities in the gymnasium—an area used a great deal by outside groups—was named as a member. The Director of Student Activities, whose area is also directly affected by the scheduling of facilities, was invited to participate. The Director of Business Services, representing the Dean of Administration, was appointed to the committee. His services were invaluable in developing a fee schedule and other related business

aspects of the policy. The Director of Community Services represented the Dean of Academic Affairs. As the person who has functional responsibility for administration of the policy, he chaired the committee.

The entire process from the initial meeting with the President to the transmittal of the recommendations to the Board of Trustees went quickly. The committee convened in June and met for six mornings every other week during the summer. The basic document was finished by mid-September. The committee ended where it began with a meeting called by the Dean of Students. He received the report, made recommendations, and transmitted the proposal to the President. Additional review and revisions were provided by the President, the attorney and senior management. At an appropriate time, the proposal will be referred to the Board for consideration.

In developing the proposal, committee members worked mainly as individuals. The group defined major areas of concern and members then addressed those concerns privately and prepared position papers which were read by the other members prior to committee discussion. One member surveyed other community colleges in the state. Another member reviewed past fee proposals and developed a fee structure. Members who felt strongly about any particular issue were invited to make presentations. For instance, one member argued that the policy should distinguish between profit and non-profit organizations. He summarized his position in a one-page paper which the full committee discussed. The chairman gave over-all direction and identified the elements to be covered by the policy which included: Statement of Purpose; Users, Eligibility and Classification; Availability of Facilities; Program Content; Facilities, Services and Equipment; Insurance; Personnel; Supplies; Regulations; Conduct and Compliance; Fees; Food Service; and Alcoholic Beverages. Those categories formed the major headings of the final proposal. We turn now to a consideration of the proposal itself.

The Proposal

In this section the significant elements of the proposed policies are described and discussed. Since the process brought out numerous concerns—based on both experience and imagination—the policies became quite extensive. Once approved, they are expected to assist the staff greatly in providing fair and efficient access to college facilities.

Section I of the proposal, "Statement of Purpose", links the use of facilities to the college's objectives and limits the scope of the document to non-college groups. The section makes clear what kinds of events, such as "political activities and profit-making ventures" are normally not permitted. A prohibition against religious ceremonies on campus, which is in the current policy, has been omitted from the proposed revision. Judicial decisions rendered since the original statement was issued in 1970 prompted that revision. Questions about whether use of facilities may be denied to religious groups if such facilities are normally available to non-college groups should be referred to an attorney for a legal opinion. The president or the president's designee is specifically authorized to waive any rule or regulation in the document. While it is likely that the president will rarely exercise that provision, the committee conceived of instances where it would be in the best interests of the college to permit the policy to be adjusted. That authority was specifically focused at the presidential level.

One important function of Section II, "Users, Eligibility and Classification," is to define non-college groups. The definition is accomplished in two ways. First, college and related or "affiliated" groups and activities are defined. They include all departments and offices of the college, organizations and student groups listed in the college catalog, and the college's collective bargaining units. As a general guideline, college activities are said to be those for which the college bears a substantial portion of the cost and those offered for employees or students. For instance, a reception hosted by the Admissions Office for county guidance counselors and charged to the Admissions Office's budget is considered a college activity. Second, "non-affiliated" or non-college groups are said to be everything not previously defined. For instance, a meeting of a local public service group is considered a non-college activity. So, too, is a meeting of a professional society held on the campus at the invitation of a faculty member but not charged to a departmental budget. An employee's membership in the group, even if it is an institutional membership or if the membership is paid for by the college, does not alter the status of the activity. Section II also establishes the "first come, first served" principle, mandates that the organization certify that membership is on a "constitutionally non-discriminatory basis," and authorizes the cosponsorship of events by the college with non-affiliated groups. If college departments agree to cosponsor an event, they are authorized to waive rental fees, to charge a share of the direct costs to departmental budgets, and to divide the income.

The "Availability of Facilities" is set forth in Section III. It is there that we find a significant

departure from past practice. That section establishes threshold dates before which time requests for facilities from non-college groups will not be accepted. This issue has provoked extended discussion. The rights of enrolled students and the rights of the general public are central points. Arguing persuasively, the Director of Student Activities pointed out that one of the stated objectives of the college is "to provide a program of co-curricular activities . . . which will provide students opportunities for healthy personal and social growth." He claimed that unrestricted access by non-college groups hampers that goal. Consequently, applications for use of facilities by non-affiliated groups will not be accepted before specified dates. For example, for the fall term the date is August 1. For non-affiliated groups, that effectively eliminates any major activities during the remaining warm weekends of the summer and early autumn. A group cannot delay until early August before contracting with entertainers, releasing advertising, or commencing ticket sales.

The section also establishes deadlines. Groups are now required to submit requests at least three weeks before the event. In the past, efforts by the college to accommodate last minute requests led to problems in scheduling employees and increased the opportunities that certificates of insurance and other necessary documentation could be overlooked.

In Section III, emphasis is placed on *final* permission which will always be given in *writing*. Groups have been known to assume that permission will be granted. That assumption probably stems from a lack of appreciation for how many requests the college gets. Nevertheless, it creates problems. Several times a year, in spite of efforts by the college, the Sunday newspaper contains a display advertisement announcing some event on the campus about which the college has no knowledge. When advised by the college that it may not be possible to house the event, the group finds itself in a difficult and embarrassing situation. Sometimes the organizers are indignant. More often they are desperate. "Can't the college please do something?" The caveat, therefore, is intended as a caution to them.

The final draft includes a reference to the disruption caused by large groups during times when classes are in session. Scheduling a county-wide forum for a Thursday night on some issue of great public interest is potentially troublesome. Experience has shown that students cannot find parking and that instructors in classrooms adjacent to the activity complain that the area is too noisy for learning.

Environmental issues are also included. For conservation purposes, the heating and air conditioning of college facilities is adjusted on weekends and holidays. The protocol for snowplowing and salting is also adjusted. If a winter storm strikes late on Friday, the college may delay the clean-up process if it does not require the full use of the campus on Saturday morning. Users are alerted to these practices; if they request special consideration, they will be billed for the additional services.

Section IV addresses "Program Content." This section involves serious considerations, given an individual's constitutional right to freedom of speech. Administrators have been held personally liable for violations of constitutional rights. Any requirement for prior approval on the grounds that an entertainer or the entertainment may offend the moral standards of the community may be both inappropriate and illegal. Such requirements should be carefully considered and reviewed by legal counsel. On a different but related issue, the committee felt that the college has a right and obligation to protect itself from competing events. It seems counterproductive for Student Activities to invest thousands of dollars to stage a concert, only to have a local group stage a similar event on campus the day before. Therefore, prior approval for vocal, instrumental, dance, and other related activities by non-college groups must be obtained from the Director of Student Activities and the Director of Cultural Affairs before the request will be considered.

Section V, "Facilities, Services and Equipment," deals with several critical cost issues. The position of the college relative to its involvement in activities of non-affiliated groups in order to minimize its exposure to potential liability suits is discussed. Because non-affiliated groups are frequently unaware of the working conditions established by collective bargaining agreements, these are explained, and overtime, premium time, and "call back" surcharges are noted. Users are urged to consider their needs carefully, especially the timing and days of the activity, in order to minimize costs. Requirements for matting of the gymnasium and Student Center floors are stated. Since wear and tear could quickly exceed acceptable limits for certain areas, the college feels it is necessary to protect the public's interest by requiring that non-affiliated groups pay to have certain areas protected. Finally, the schedule of rental fees for rooms and certain equipment is set forth.

Insurance is addressed in Section VI. The college's "hold harmless" agreement, which the user must agree to and sign, along with the type of insurance coverages generally required are discussed.

General comprehensive liability insurance, comprehensive automobile liability insurance and contractual insurance, along with the minimum acceptable coverages, are set forth as compulsory. Other types of insurance coverage which may be required are shown. The obligations of the user to provide a "certificate of insurance," the form of that certificate, and the deadline dates relating to it are discussed.

Because college personnel who may not be trained in insurance requirements might overlook the need for some special kind of coverage, the college is particularly vulnerable in the insurance area. One solution is for the college to purchase all the required insurance coverages and charge the premium to the user. In that case the college knows the premium has been paid and that the coverages provided meet college requirements. The user enjoys the security of having insurance protection. The limits of that protection may exceed what the user could purchase privately. Also, the user receives the convenience of having the insurance purchased by the college at a premium which may be lower than that which the user could obtain. Such coverage exists.

CCM has purchased that kind of coverage. It is called Special Events Lessor Liability (SELL) insurance. That coverage is provided through a national franchise of independent insurance agents. The college buys the policy at the beginning of the year. The policy covers the college and non-affiliated user. All of the different coverages that any user might need in amounts considered adequate by the college are included in the one policy. At the time of the event the user is charged a premium based on the type of the activity and the anticipated size of the audience. The college lists the user on a reporting form which is periodically submitted to the insurance company. Because the college has designed the policy and paid the premium it is assured of adequate protection. There is little danger that an important requirement could be overlooked by an employee. The SELL policy insures most types of activities. Certain events such as professional sports competitions are excluded. The premium is based on the previous year's level of activities by non-college groups as reported by the college to the underwriters. Users, such as school districts, with adequate coverage already, can be allowed to use their own insurance provided they furnish certificates of insurance to the college showing the required coverages in the required amounts. Unfortunately, that reopens the vulnerability question and negates some of the benefits of the SELL policy.

Section VII is entitled "Personnel" and deals with assignment of college employees to support the non-college activity. It stipulates that a request to use the facility automatically presumes the use of college employees who will be routinely assigned by the college to the event and charged to the user. It makes clear that college employees are not required to load or unload non-college equipment and that the user is responsible to pay for any overtime charges incurred.

CCM feels an absolute need for its representative to be present at major activities sponsored by non-affiliated groups in order to protect college property. The role, function and authority of that individual are described. Of all the issues raised in the proposal, this is the most sensitive. Practitioners must look within their own institutions and be guided by advice from their attorneys and the decision of top management on this point.

Section VIII, "Equipment and Supplies," establishes institutional guidelines relating to such items as scenery and ladders. Nothing in this section is controversial. For example, users are advised that combustible materials and animals may not be brought into college buildings without prior permission. Two items address points that may be particularly troublesome. Delivery of equipment and supplies to the college are expressly prohibited. As with other points that found their way into the proposal, this was added because non-college groups began taking advantage of the college and increasing the college's liability. The college's receiving personnel were expected to accept delivery of, and sign for, materials, store the materials and then arrange to have the materials transferred to the user's site at times not necessarily convenient to the college. That is now prohibited. The user group must have materials shipped to its own location. A second item stems from problems the college has with users disturbing posters and signs. If banners and posters announcing activities of college clubs or student elections do not fit the atmosphere the user is trying to create, the offending banners and posters have often been removed. Because this became a major issue for the Student Activities' Office, users are now prohibited from disturbing signs, banners, or posters.

Section IX contains "Regulations" which the college requires users to follow on such behaviors as smoking, eating and drinking in classrooms, and parking. Regulations governing the connection of equipment into the college's electrical systems, specifically equipment with heavy power demands, are discussed. One or two regulations may be unexpected. For instance, listing the college's telephone number in advertisements announcing the event is prohibited. Users are encouraged to list

the office or home number of a member where complete, accurate and up-to-date information about the event can be available to callers.

Section X, "Compliance With the Rules and Regulations," establishes that users are responsible for damages and that failure to obey rules will constitute sufficient grounds for the revocation of privileges. It prohibits certain types of behavior, such as quarreling; certain types of activities, such as illegal gambling; and the possession of certain items, such as illegal weapons. It also discusses in some detail the responsibility of the user to have an adult, designated by the user as the person "in-charge," present at all times and authorizes the college's agent to "suspend or terminate the activity as appropriate" if the "in-charge" person or designee is not present.

Section XI, "Fees," advises the user that the facilities are available on a rental basis plus direct expenses, such as personnel costs, and that they will be billed accordingly. It authorizes the President to waive the fees for federal, state and county agencies. It authorizes management to collect damage deposits in advance if deemed necessary. Personnel costs are shown to be governed by appropriate collective bargaining agreements. The reader is referred to the appendix for specific rental charges.

Section XII deals with "Food Service." The service of food on campus is within the purview of a private concessionaire under separate contract with the college. For the most part, that contract gives the concessionaire exclusive rights. Non-college groups wishing to serve or sell food in the cafeterias must either hire the concessionaire or obtain permission from the concessionaire to perform the function themselves or have someone of their choosing do it. If they wish to use the kitchen facilities, the concessionaire's agent must be present. That personnel cost as well as a rental fee for the kitchen facility must be negotiated by the user with the concessionaire and is in addition to rental fees and personnel costs charged by the college for use of the cafeterias and other facilities. These requirements are considered by some to work a hardship on many non-college users. Often such groups are worthy charities trying to keep down costs by doing much of the work themselves. While the college would like to aid such charities, it is limited in what it can do by contract. This section also advises users about local health codes as well as licensing and special insurance requirements if the user intends to sell or serve food.

"Alcoholic Beverages" and their sale and consumption are discussed in Section XIII. The recommended posture is that the sale, service and consumption of alcoholic beverages be banned because of the special problems and increased exposure created by them. However, the college has chosen to permit their use in special situations. Regulations have been developed in cooperation with legal counsel and local regulatory authorities. Authority to authorize permission for the use of alcoholic beverages is vested in the President.

Rental costs for facilities and equipment are shown in the appendix. For facilities, two rates are established, a day rate and an hourly rate, determined by appropriate formulas. The day rate is typically five times the hourly rate. In cases where the college wishes to encourage use of certain areas over others, the fees are adjusted. The rental rates for equipment were established by the responsible college office.

Conclusion

The anatomy of a facility use policy involves a number of distinctive parts which interact. The policy must take into consideration people, supplies and buildings. The employees who are expected to administer it and the users who are guided by it must be treated in a reasonable manner. The rules affecting scenery and ladders, classrooms, and auditoriums should have a practical explanation.

Certain fundamental issues affecting the institution must be addressed in the policy. We have shown that policy interpretation, priorities, risk management, concern for the physical plant, concern for employees, and use of facilities as a source of income have contributed to the proposed revision of County College of Morris' facility use policy. We have seen that the parochial interest of the department managers of the departments most affected by non-college users are reflected. And we have briefly reviewed the highlights of one community college's proposed policy as well as the process used in developing that proposal.

It is hoped that this NCCSCE Working Paper has stimulated practitioners to think about the facility use policy and guidelines they administer. We realize that each policy is unique; that each policy reflects the position of the institution for which it was written. The staff of the Office of Community Service Programs at County College of Morris welcomes comments, criticisms and suggestions about its proposed policy from readers. Despite the fact that each college's policy is

unique, we would appreciate receiving copies of other institution's policies. Letters should be sent to us at Randolph, New Jersey 07869 or telephone (201) 361-5000, extension 232.

Appendix
Determination of Rental Fees
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One method that can be used to establish rental fees is to relate the fees to the average cost per square foot of the space rented. Two major formulas are used in calculating that average cost. The first formula is used to calculate the annual cost per square foot. That figure is further refined through a second formula which provides the hourly cost per square foot. A third formula simply relates the hourly cost and the size of the room to determine the rental fee.

Annual Cost per Square Foot

The formula to calculate the annual cost per square foot would be:

$$\text{Cost/net sq. ft./year} = \frac{\text{Depreciated capital cost}}{\text{Net sq. ft.}} + \frac{\text{Operating Cost}}{\frac{\text{Net sq. ft.}}{1 \text{ year}}}$$

Discussion on components of formula:

Net Square Footage: This represents the rentable square footage, i.e., classrooms, labs, gyms, etc. and excludes all common areas such as hallways, lavatories, utility rooms, etc. By using the net square footages as the divisor in the formula, it properly increases the cost per square foot so that the cost of the common areas can be recouped. If the gross square footage were used, then only the cost of the classrooms would be recovered. At year end, the revenues would be less than expenses.

Property, Plant, Equipment: (Capital) This represents land, buildings, equipment, furnishings and improvements. These should be depreciated in order to determine the annual cost. According to accounting principles, these can be depreciated over a 5- to 30-year period, depending on whether it's furnishings or buildings respectively. Some accountants may argue that land is not depreciated for accounting purposes. However, we include land and improvements in the calculation in order to properly calculate our cost recovery rate.

Annual Maintenance: This includes all costs of the Plant and Maintenance Department, i.e., salaries, supplies, service contracts, etc. Also included are utilities such as heating, air conditioning, electricity, fuel oil, etc. Costs for property care such as lawn mowing, snow removal etc. should be included, because they also contribute to the desirability of renting the facility.

Hourly Cost per Square Foot

Having determined the annual cost per net square foot, we need to further calculate an hourly cost because most people will be renting on an hourly basis for an afternoon or evening. This formula would be:

$$\text{Cost/net sq. ft./hour} = \frac{\frac{\text{Cost}}{\text{Net sq. ft.}}}{1 \text{ year}} \times \frac{1 \text{ year}}{\text{Total utilized hours}}$$

Discussion on components of the formula:

Cost Per Net Square Foot Per Year: This figure was calculated and discussed in the first half of this paper.

Total Utilized Hours: There are several factors and assumptions which make up this number. A secondary formula to calculate this is as follows:

$$\text{Total utilized hours} = \frac{\text{Hours}}{\text{Days}} \times \frac{\text{Days}}{\text{Week}} \times \frac{\text{Weeks}}{\text{Year}} \times \text{Utilization rate}$$

Hours Per Day: This represents the number of hours per day that the facilities can be used. If the facilities are available only from 9 to 5, then the most you would be able to rent out would be 8 hours.

Days Per Week: If the facilities are closed on weekends or Sundays, then the college is able to rent out the facilities for only 5 or 6 days a week instead of the full 7.

Weeks Per Year: This should account for scheduling closings for such items as planned maintenance, holidays, etc.

Utilization Rate: Only under ideal conditions would the facilities be rented 100% of the time. So, one should assume that the facilities would actually be rented (utilized) something less than 100%. This figure is based on estimates of how much time the actual facilities can be rented.

An example of the formulas and fictitious figures follow so that one may see how the formulas and figures flow.

Annual Costs

$$\begin{aligned} \text{Cost/net sq. ft./year} &= \frac{\text{Depreciated Capital}}{\text{New sq. ft.}} + \frac{\text{Operating Cost}}{\text{Net sq. ft.}} \\ &= \frac{\$1,000,000}{\$300,000} + \frac{\$2,000,000}{\$300,000} \\ &= \frac{3.33}{\text{Year}} + \frac{6.67}{\text{Year}} \end{aligned}$$

$$\text{Cost/net sq. ft./year} = \$10.00/\text{net sq. ft./year}$$

Hourly Costs

$$\text{Total utilized hours} = \frac{\text{Hours}}{\text{Days}} \times \frac{\text{Days}}{\text{Week}} \times \frac{\text{Weeks}}{\text{Year}} \times \text{Utilization rate}$$

$$\text{Total utilized hours} = \frac{8 \text{ hrs.}}{\text{Days}} \times \frac{6 \text{ days}}{\text{Week}} \times \frac{48 \text{ wks.}}{\text{Year}} \times .85$$

$$\text{Total utilized hours} = 1,958 \text{ hours/year}$$

$$\text{Cost/net sq. ft./hour} = \frac{\text{Cost}}{\text{Net sq. ft.}} \times \frac{1 \text{ year}}{\text{Total utilized hours}}$$

$$\text{Cost/net sq. ft./hour} = \frac{\$10.00}{\text{Net sq. ft.}} \times \frac{1 \text{ year}}{1,958 \text{ hours}}$$

$$\text{Cost/net sq. ft./hour} = \$0.005$$

Rental Fee

Having established the hourly cost it is now a simple matter to relate that cost to the size of the room. Therefore for a 600 square foot classroom, the hourly rental fee should be:

$$600 \text{ sq. ft.} \times \$0.005/\text{sq. ft./hour} = \$3.00/\text{hour}$$

That fee could be used as is or adjusted to reflect special concerns that the college might have. For instance, it could be doubled to encourage people to use a less expensive alternative (e.g., the dance practice room for rehearsals rather than the stage of the concert hall.)

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